Skagit County Auditor

WHEN RECORDED RETURN TO CARLA C. CAMPOS 1541 PORTOBELLO AVENUE SEDRO WOOLEY, WASHINGTON 98284

2/26/2007 Page

8 3:25PM

CHICAGO TITLE COMPANY IC41669



CHICAGO TITLE INSURANCE COMPANY

5110936

STATUTORY WARRANTY DEED

THE GRANTOR(S)

PHILLIP A. TROXCLAIR AND SYLVIA A. TROXCLAIR, HUSBAND AND WIFE

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to CARLA C. CAMPOS, A SINGLE WOMAN

the following described real estate situated in the County of SKAGIT

State of Washington:

LOT 11, SAUK MOUNTAIN VIEW ESTATES-SOUTH, A PLANNED RESIDENTIAL DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2003, UNDER AUDITOR'S FILE NO. 200306090032, RECORDS OF SKAGIT COUNTY, WASHINGTON.

4819-000-011-0000 (P120672)

SITUATE IN SKAGIT COUNTY, WASHINGTON.

SUBJECT TO: EXCEPTIONS SET FORTH ON ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.

> # 830 SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

> > FEB 26 2007

Tax Account Number(s):

Dated:

FEBRUARY 22, 2007

LPB10/KLC/052006

STATE OF WASHINGTON

COUNTY OF

ON THIS 23

DAY OF TELLUAGY, 2007 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY.

COMMISSIONED AND SWORN, PERSONALLY APPEARED THE INDIVIDUAL (S)

DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS LIVE PREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.

NOTARY SIGNATURE

Christi L Mills

PRINTED NAME:

NOTARY PUBLIC TO AND FOR THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AT LIVE AND LONG AND SEALED THE STATE OF WASHINGTON RESIDING AND SEALED THE SEALED THE STATE OF WASHINGTON RESIDING AND SEALED THE SEALED

CHRISTI L. MILLS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 2, 2009

EXHIBIT A

Escrow No.: 005110936

SUBJECT TO: ALL 2007 AND ALL FUTURE PROPERTY TAXES AND

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded:

Auditor's No(s).:

392628 and 394047, records of Skagit County, Washington

In favor of:

The United States of America

For:

One or more lines of electric power transmission structures and

appurtenant signal lines

Affects:

A strip of land 125.0 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side of, and parallel with the survey line of the Arlington-Bellingham Transmission line as now located

and staked

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded:

August 7, 1963

Auditor's No(s):

639321, records of Skagit County, Washington

In favor of:

The United States of America

For:

One or more lines of electric power transmission structures and

appurtenant signal lines

Affects:

A strip of land 137.5 feet in width, the boundaries of said strip lying 62.5 feet distant Easterly from and 75.0 feet distant Westerly from, and parallel with said survey line for the Snohomish-Blaine No. 1 Transmission line as said survey line being now located and staked

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded:

June 20, 1945

Auditor's No(s).:

381240, records of Skagit County, Washington

In favor of:

Puget Sound Power & Light Company

For:

Electric transmission and/or distribution line, together with necessary

appurtenances

Affects:

Portion in Southeast Quarter of the Northwest Quarter

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded:

November 5, 1979

Auditor's No(s).:

7911050071, records of Skagit County, Washington

In favor of:

Present and future owners of land

For:

Ingress, egress and utilities

Affects:

A 60-foot strip of land in the portion of the Southeast Quarter of the

Northwest Quarter

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded:

April 18, 1990

Auditor's No(s).:

9004180059, records of Skagit County, Washington

In favor of:

Puget Sound Power & Light Company

For:

Electric transmission and/or distribution line, together with necessary

appurtenances

Affects:

Commencing at the Northwest corner of the above described Parcel A;

Thence South 00°38'43" East a distance of 279.87 feet along the West line thereof to the center of an existing transmission line and the true point of beginning of this centerline description;

Thence South 55°26'45" East a distance of 273.58 feet;

Thence South 40°20'02" East a distance of 867.53 feet to a point on the Northerly line of the Northern Pacific Railway right-of-way and the terminus of this centerline description.

Right-of-Way No. 2: (For overhang or undergrounding of Facilities only)

EXHIBIT3/RDA/0999



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EXHIBIT

(continued)

Escrow No.: 5110936

Commencing at the Northeast corner of the above-described parcel B;

Thence North 89°33'49" West a distance of 431.05 feet along the North line thereof to the center of an existing transmission line and the true point of beginning of this centerline description:

Thence South 55°26'45" East a distance of 28.53 feet to a point on the South line of the above-described Parcel B and the terminus of this centerline description.

The above described easements to be either lengthened or shortened accordingly to intersect with the above described properties.

Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;

Together With the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed

From:

Skagit Realty Company

Recorded:

October 23, 1915

Auditor's No.:

110291, records of Skagit County, Washington

Affects:

Portion in the Southeast Quarter of the Northwest Quarter

As Follows:

Excepting and reserving, however, all mineral and mineral oils in or

under any of said land, without, however, any right in, to or upon

the surface of any of said land

NOTE: No search of the record has been made as to the present ownership of said rights.

Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry; Together With the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed

From:

The State of Washington

Recorded:

July 28, 1908

Auditor's No.:

68626, records of Skagit County, Washington

Executed By:

The Wolvering Company

Affects:

Portion in the Southwest Quarter of the Northeast Quarter

Excepting and reserving unto grantor, its successors and assigns, As Follows: all mineral and mineral oils in, or under any of said lands, whether said mineral or mineral oils are now known, or shall hereafter be discovered; without however any right in, to or upon the surface of

any of said lands

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded:

February 26, 1935

Auditor's No(s).:

267764, records of Skagit County, Washington

In favor of:

Drainage District No. 14 of Skagit County Washington

For:

Right of way for drainage ditch purposes. Together with right of

ingress and egress

Affects:

Portion in the Southwest Quarter of the Northeast Quarter and other

property

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded:

September 14, 1956

Auditor's No(s).:

541476, records of Skagit County, Washington Pacific Northwest Pipeline Corporation

In favor of: For:

Constructing, maintaining, etc. pipeline or pipelines

Affects:

Portion in the Southwest Quarter of the Northeast Quarter and other

property

exhibitc/rlm/121196

EXHIBIT

(continued)

Escrow No.: 5110936

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded:

November 26, 1956

Auditor's No(s).:

544543, records of Skagit County, Washington

In favor of:

Cascade Natural Gas Corporation

For:

Constructing, maintaining, etc. Pipeline or pipelines

Affects:

Portion in the Southwest Quarter of the Northeast Quarter and other

property

Said instrument was corrected by instrument dated August 3, 1957, and recorded September 9, 1957, under Auditor's File No. 555867, records of Skagit County, Washington.

Agreement, including the terms and conditions thereof; entered into;

Northwest Pipeline Corporation

And Between:

John A. Lange and Gayle Lange

Recorded:

October 10, 2001

Auditor's No.

200110100109, records of Skagit County, Washington

Providing:

Authorization for specific encroachment

Affects:

Portion in the Southwest Quarter of the Northeast Quarter

Agreement, including the terms and conditions thereof; entered into;

By:

John A. Lange and Joy G. Lange

And Between:

North County Bank

Recorded:

January 22, 2002

Auditor's No.

200201220096, records of Skagit County, Washington

Providing:

Hazardous Substances Agreement

Affects:

Said premises

Easement, including the terms and conditions thereof, created by instrument(s);

Recorded:

July 5, 2002

Auditor's No(s).:

200207050100, records of Skagit County, Washington

In favor of:

Northwest Pipeline Corporation

For:

Pipeline and related rights

Affects:

Portion in the Northeast Quarter

Easement, including the terms and conditions thereof, created by instrument(s);

Recorded:

July 25, 2002

Auditor's No(s).:

200207250019, records of Skagit County, Washington

In favor of:

John A. Lange and Gayle Lange Utilities, Drainage, Sewer lines, etc.

For: Affects:

This and other property

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded:

April 7, 2003

Auditor's No(s).:

200304070119, records of Skagit County, Washington

In favor of:

Puget Sound Energy, Inc.

For:

Electric transmission and/or distribution line, together with necessary

appurtenances

Agreement, including the terms and conditions thereof; entered into;

Sauk Mountain Village, L.L.C., et al

By:

City of Sedro Woolley, et al

And Between:

May 7, 2003

Recorded: Auditor's No.

200305070172, records of Skagit County, Washington

Providing:

Development conditions and provisions

EXHIBIT Δ

Escrow No.: 5110936

(continued)

Agreement, including the terms and conditions thereof; entered into;

By:

City of Sedro Woolley, et al

And Between:

City of Sedro Woolley, et al May 7, 2003

Recorded: Auditor's No.

200305070171, records of Skagit County, Washington

Providing:

Development conditions and provisions

Said instrument is a re-recording of instrument (s);

Recorded:

March 26, 2003

Auditor's File No(s): 200303260180, records of Skagit County, Washington

AMENDED by instrument(s):

Recorded:

March 2, 2004

Auditor's No(s).:

200403020063, records of Skagit County, Washington

Agreement, including the terms and conditions thereof; entered into;

By:

John and Gayle Lange, et al City of Sedro Woolley, et al

And Between:

Recorded:

June 9, 2003

Auditor's No.

200306090031, records of Skagit County, Washington

Providing:

Development conditions and provisions

AMENDED by instrument(s):

Recorded:

February 3, 2004

Auditor's No(s).:

200402030145, records of Skagit County, Washington

Said instrument is a re-recording of instrument (s);

Recorded:

January 29, 1004

Auditor's File No(s).:

200401290098, records of Skagit County, Washington

AMENDED by instrument(s):

Recorded:

December 21, 2006

Auditor's No(s).:

200612210120, records of Skagit County, Washington

Covenants, conditions, restrictions, and easements contained in declaration(s) of restriction, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;

Recorded:

June 9, 2003

Auditor's No(s).:

200306090033, records of Skagit County, Washington

Executed By:

John and Gayle Lange

AMENDED by instrument(s):

Recorded:

June 30, 2003 and January 28, 2004

Auditor's No(s).:

200306300001 and 200401280120, records of Skagit County,

Washington

Easement delineated on the face of said plat;

For:

Utilities

Affects:

10 feet adjoining road

Easement provisions contained on the face of said plat, as follows:

EXHIBIT A

(continued)

Escrow No.: 5110936

Easements are granted to Sauk Mt. View Estates South Homeowners Association, its successors and assigns, the perpetual right, privilege and authority enabling the Grantee to do all things necessary or proper in the construction and maintenance of stormwater utilities or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, ditches, conveyances, ponds and other facilities over, across, along, in and under the lands as shown on this plat, together with the right of ingress to and egress from said lands across adjacent lands of the Grantor. Also, the right to cut and/or trim all brush or other growth standing or growing upon the land of the Grantor, which, in the opinion of the Sauk Mt. View Estates South Homeowners Association, constitutes a menace or danger to said line(s) or to persons or property by reason of proximity to the line(s).

Grantor, its heirs, successor or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the Sauk Mt. View Estates South Homeowners Association. Grantor shall conduct its activities and all other activities on Grantor's property so as not to interfere with, construct or endanger the usefulness of any improvements or other facilities, now or hereafter, maintained upon the easement or in any way interfere with, obstruct or endanger the City's use of the easement.

The Sauk Mt. View Estates South Homeowners Association may assign its rights under this easement to any municipality, public district or other entity.

Easements are granted to the City of Sedro-Woolley, Washington, a municipal corporation, its successors and assigns, the perpetual right, privilege and authority enabling the City to do all things necessary or proper in the construction and maintenance of sewer, stormwater and communication line(s), and other municipal and public utilities or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or sewer, stormwater, and communication lines or other municipal and public facilities or other similar public services over, across, along, in and under the lands as shown on this Plat, together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush or other growth standing or growing upon the land of the Grantor which, in the opinion of the City, constitutes a menace or danger to said line(s) or to persons or property by reason of proximity to the line(s). The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut and removed from the easement pursuant to this agreement is now vested in the City.

Grantor, its heirs, successors or assigns, hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the City Public Works Director. Grantor shall conduct its activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the City's use of the easement.

Grantee may assign the rights under this easement by agreement, assignment, franchise or other device to any public or privately owned utility.

Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s);

Recorded:

June 9, 2003

Auditor's No(s).:

Imposed By:

200306090033, records of Skagit County, Washington

Sauk Mt. View Estates South Homeowners Association

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EXHIBIT A

(continued)

Escrow No.: 5110936

Terms, conditions of that instrument entitled Affidavit of Correction and Clarification;

Recorded:

March 2, 2004

Auditor's No(s).:

200403020062, records of Skagit County, Washington

Affects:

NOTE NO. 1: Tract A. A private road tract is hereby granted to Lots 3 and 4. Together with all maintenance obligations. This tract shall remain an appurtenance to, and inseparable from, said lots.

NOTE NO. 2: Tract B. A private road tract is hereby granted to Lots 13 and 14. Together with all maintenance obligations. This tract shall remain an appurtenance to and inseparable from, said lots.

Tract B is also encumbered by a 10-foot wide easement for community walkway purposes along the Northeasterly side of said Tract B.

NOTE NO. 3: Tract F is a community walkway, 10 feet in width and is hereby designated "Common Open Space" as defined and provided for in the recorded plat covenants and restrictions (Auditor's File No. 200306090033, records of Skagit County, Washington.

NOTE NO. 4: Tract E is hereby designated as a community park area and also placed in the category of "Open Space" as defined and provided for in the plat covenants and restrictions (Auditor's File No. 200306090033, records of Skagit County, Washington)

Terms, conditions, and restrictions of that instrument entitled Right to Farm Disclosure;

Recorded:

September 30, 2004

Auditor's No(s).:

200409300191, records of Skagit County, Washington